

DEFENDANT'S EXHIBIT FFICSC Exh. 9(a) Certain Insurers Tr. Ex.30

I li or ) 380 Marsh & Lennar Inc.	3-4-XLX-120 29 30
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CO.  CI COVERAGE PROVIDED OF FIREMAN'S FUND IN COMPANY DESIG. 16 THE AMERICAN	+ah ?
MATED BY MIMBER OF NATIONAL SURETY	
W. R. Crace & Co	NO /30 BENEFIT CONSTITUTES
POLICY PERIOD:  6/30/76   6/30/77  TYPEM 2. INCEPTION IND DAY YR I EXPRATION IND. DAY YR I EXPRATION IND. DAY YR I EXPRANTION IND. DAY YR I EXPRANTION IND. DAY YR I REPRESENTED IN EXPRESENT INDUSTRIES OF THE MARKET INDUSTRIES OF STATED MERRING.	PLOSENOW COMM
ITEM 3.	LOW MISSION 7
LIMIT OF CIABILITY: \$ 2,000,00	
ITEM 4. UNDERLYING INSURAN	CE LIMIT OF LIABILITY
. 75,000,00 . 75,000,00	
ITEM 5. PREMIUM BASIS	ITEM 4. ADVANCE PREMIUM: \$ 2,000
, Flat Charge	ANNUAL MINIMUM PREMIUM: \$ 2,000 .
IN THE EVENT OF CANCELLATION BY THE NAMED INSURED THE CO 'S THE POLICY MINIMUM PREMIUM  'EM 7, SCHEDULE OF UNDERLYING INSURANCE:  AS OR ILLE WI	
FOLLOWING FORM BLANKE: The Company designated above, a stock insurance company, (herein tions made a part hereol, in consideration of the payment of premium to the limits of liability, exclusions, conditions and other terms of this	called the Company) agrees with the insured, named in the declarg-
INSURING AGREEMENTS  L. Coverage. To indemnify the insured for the insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess	policy shall in the event of reduction, apply as excess of the reduced limit of liability thersunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's
Liability or "Umbrelia" policies specified in Item 7 of the Declara- tions, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for infury to or destruction of property under this policy and underlying	declarations as eggregate shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.  3. Policy Period. This policy applies only to occurrences which take
policies shall not apply except as respects injury to or destruction of corpored property, including loss of use thereof.	place during the policy period.
2. Limit of Liability. The Company shall be liable only for the limit of liability stated in liem 3 of the Declarations in excess of the	DEFINITIONS
control or limits of liability of the applicable underlying insurance policy or policies oil as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to lead to commence shall be the total limit of the commence.	"Utitings not loss" meems all sums actually paid or which the incured is legally obligated to pay as damages in settlement or lactisfaction of claims or suits for which insurance a microed by this policy, after proper deduction of all recoveries or tarvays
lability is all damages sustained as the result of any one occur-	CONDITIONS
of the applicable aggregate limit or limits or liability under sand inderlying policy or policies solely by reason of lasses gold there-inder on account of occurrences miring this policy period this (Continued or	1. Maintenance of Primary Insurance. The insured warrants and it is a condition of this policy, that at the inception of this policy that at the inception of this policy for an arrange appropriate the state of the independent of the independ
COUNTERSIGNATURE DATE	COUNTERSIGNATURE OF AUTHORIZED AGENT
7/15/76 en	

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ing as excess over various policies of primary insurance) with combined limits of liability for said underlying insurance stated in flem 4 of the declarations, or renewals or replacements thereof not allowing coverages other than those at inception of this policy, shall be madinained in tult effect during the period of this policy, rebt for reduction of aggregate limits solely as a result of payillo of claims arising out of occurrences during this policy period, such underlying insurance is not maintained in tult effect by the Insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same war-

had been so mointained and unchanged.

The insurance allorded by this policy is subject to the same warrantes; ierms (including the terms used to describe the application of the limits of liability), conditions and exclusions as an contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this 'policy, any, such 'warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

cand limits of liability, and any renewal agreement.

2. Notice of Occurance. The beward shall immediately advise the Company of any occurrence or discusser which will probably result in liability under this policy. The Company shall not, have eyed, be called upon to assume charge of he settlement or delayse of any claims made, or sults brought, or proceedings instituted agrams? The insured but shall have the right and opportunity to be accorded with the insured in the deleties and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the insured and the Company shall properties in all respects so as to effect a final determination of the claims of claims.

of the cicim or cloims.

3. Payment of Loss, it is a condition of this policy that the insurance afforced under this policy shall apply only after all underlying insurance has been exhausted. Upon final determination by selficience and arrand or verdict of the liability of the insured, the Company shall promptly pay the insured as the insured, the Company shall promptly pay the insured as the insured shall pay, or be required to pay, the amounts of any losses falling within the learns of limits of this insurance. All losses opered under this policy shall be due and payable by the Company within 30 days after they are respectively cidined and proof of loss filed with the Company are respectively cidined and proof of loss filed with the Company of the policy with this policy. Bankrupter or insofrence acceptance.

4. Payment of Expenses, Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

insured with the consent of the Company in the adjustment or delense of claims, stills or proceedings shall be borne by the Company and the Insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expense hereundy shall not include safaries and expense of the insured's employeen incurred in investigation, adjustment and hitigation.

incurred in arrestigation, expensional and any underlying insurer sleets not to appeal a judgment in excess of the canount of the underlying insurance, the Company may elect to appeal of its expense and shall be liable for the expenses incidental thereto, but in no event stadt the liability of the Company for ultimate not loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

5. Subregetion. In the event of any payment of this policy, the Company shall be subregeted to all the Insured's rights of recovery therefor against any person or arganization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Instruct shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the mile of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall be at the expenses thereof.

been the expenses thereot.

7. Fremium. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named insured the uncarmed portion, subject to the annual minimum premium stated in the Declarations for each fively a possible of the policy pyriod, and subject further to the policy minimum premium stated in the Declarations.

as stored in the Declarations.

8. Cancellation. This policy may be cancelled by either part upon 30 days notice in writing to the other stating the date-cancellation so that be eliective. If concellation is at the request of the incured callustrated by the compount of the incured by the Compount, additured simple and the cancelled by the Compount, additured simple and the control instrument in the event artenies liable of the case to state the control instrument in the insured. Notice shall be sufficiently and insured the insured Notice shall be sufficiently and the insured at the address shown in the same of condition of concellation.

## nuclear energy liability exclusion endorsement

#### ·- " (BROAD TORM) ·

## It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

of desirations,

(a) with respect to which an insured under the policy is also an
insured under a nuclear energy liability policy issued by Nuclear
Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or
would be an insured under any such policy but for its termination
upon exhaustion of its limit of liability; or

they exact state of its first of accounty of the season of the first state of the first s

l. Under any Liability Coverage, to injury, sickness, disease, death r destruction resulting from the hozardous properties of nuclear raterial, if

a) the nuclear instead (1) is at any nuclear lacility owned by, a operated by or on behalf of an insured or (2) has been distinction;

nuclear material is contained in spent fuel or waste of time possessed, handled, used, processed, stored, transported disposed of by on on behalf of an insured; or

(c) the injury, stokness, disease, death or destruction causes out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear famility, but if such famility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear leadility.

III. As used in this endorsoment:

"hazardous properlies" include radioactive, toxia or explosive

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "hyproduct material" have the meanings given them in the Atomia Energy Act of 1954 or in any law amendatory thereof.

"spent fuel" means and fuel element or fuel component, solid or liquid, which has been used of exposed to radiation in a nuclear reactor.

"waste" means ony waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the defination of nuclear facility under paragraph (a) or (b) thereof:

"nuclear ladilly" means

(u) any nuclear reactor,
(b) any equipment or device designed or used for (1) separating

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ing de extess ever versous policies of purery insurance) with commined limits of limitity for acid underlying maturance stated in liem 4 of the declarations or removals or replacements thereof not identify coverages other than those of inception of this policy, whill be maintained in luft affect during the peaced of this policy, whill be maintained in luft affect during the peaced of this policy, except for reduction of aggregate limits solely as a result of paying of the arms arms but of accurrences during this policy periodical underlying insurance to not maintained in tuit effect by the major of it here is any alongs in the scope of coverage under jourdeflying insurance, the maintained by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same warranties, terms (including the ferms used to describe the application of the limit of limitainly, conclusions and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provinced in this policy, any such werranties, terms, conditions or exclusives to ending to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

2. Stolice of Occurrence. The Insured shall immediately advises

and limits of liability, and any renewal agreement.

2. Notice of Occurrence. The insured shall immediately advise the Company of any occurrence or discrete which will probably result in liability under this policy. The Company shall not have ever, be called upon to assume charge of the settlement or defense of any claims made, or suits brought, ar proceedings instituted against the Insured but shall have the right and opportunity to be associated with the Insured in the delense and trial of any such opinion of the Company, may treate liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the Insured and the Company avails itself of such right and opportunity, the Insured and the Company of the claim or define.

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I Payment of Less. It is of condition of this policy that the insurence offorded under this policy shall apply only offer all underlying insurence has been cahatusted. Upon fined determination by settlement, award or verdict of the liability of the Insured, the Company shall promptly pay the Insured as the Insured shall pay, or be required to pay, the amounts of any losses failing within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after they are respectively claumed and proto of loss filed with the Company in conformity with this policy. Bankruptcy or insolvency of a insured chall not relieve the Company of any of its obligations resunder.

Payment of Expenses. Loss expenses and legal expenses, including court casts and interest, if any, which may be incurred by the

Insured with the collected of the Company in the adjustment of defense of claums, suits of proceedings shall be bother by the Company and the insured in the propertion that each party's share of loss bears to the fold amount of said loss. Loss expense herounder shall not include salaries and expense of the insured's employees incurred in investigation, adjustment and litigation.

5. Appeal. In the event the locured or only underlying incurer elects not to appeal a judgment in excess of the amount of the underlying incurence, the Company may clear to appeal at its expense and shall be limble for the appeals incidental therein, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

5. Subregation. In the event of any payment of this policy, the Company shall be subregated to all the insured's rights of recovery therefor against any person or arganization and the insured shall execute and deliver instruments and papers and as whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subregation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

7. Premium. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, the advance premium stated in the Declarations, unless otherwise specified is an estimated in the Declarations, unless otherwise specified is an estimated in the Declaration, unless otherwise specified is an estimated premium only. Upon termination of this policy the carned premium is mere than the advance premium pand, the lamand insured shall pay the excess to the Company, if less, the Company shall return to the Hamad Insured the uncorned portion, subject to the canned minimum premium stated in the Declarations for each twelve months of the policy period, and subject further to the policy minimum premium as stated in the Declarations. as stated in the Declarations.

est stated in the posturations.

2. Cancellation. This policy may be concelled by either party upon 30 days notice in writing to the other stating the date concalidates shall be effective. If concellation is at the request of the Insured, adjustment of premium shall be at short rate, and if concelled by the Company, adjustment shall be made pro rotal. However, in the event of concellation or termination of the underlying insurance, this policy shall cease to apply at the same time without noises to the Insured. Notice shall be given by the Company to the Insured at the address shown in the declarations. Payment or tender of unequined premium is not a condition of exacellation.

#### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BEOAD FORM)

It is agreed that the policy does not apply:

der any Liability Coverage, to injury, sickness, disease, death or againstian

(c) with respect to which on insured under the pelicy is also on maured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be on insured under any such policy but for its fermination upon exhaustion of its limit of liability; or

(b) resulting from the horardous properties of nuclear material and with respect to which (1) any person or organisation is required to maintain linearial protection paravant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the instruct is, or had thus policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, ander any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

IL Under eny, Limbility Coverage, to injury, suckness, disease, donth or destruction resulting from the horsedous properties of nuclear

(a) the nuclear material ()) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) not been discharged or dispersed increasing:

the number of mercal is contained in upon that or white of the topology a fortheir last processes, elementaried contains a last processes, elementaried contains and the contained contained the contained con

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear famility, but if such famility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear locality.

III. As used in this endorsement:

"hazardaus properties" include radioactive, taxic or explosive properties:

"nuclear material" means source material special nuclear mater at or byproduct material;

"source material." "special nuclear material." and "byproduct ma-terial" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereal;

"spent hiel" means and fuel element or fuel camponent, solid or liquid, which has been used or apposed to radiotion in a nuclear

"waste" means any waits material (1) containing byproduct ma-terial and (2) resulting from the operation of any person of organization of any nuclear lamby included within the definition of nuclear lamby under paragraph (a, or (L) thereof.

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(b) may equipment of during unurphed of the or it outproblem

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the isotopes of uranium or plutonium, (2) processing or utilizing spent luel, or (3) handling, processing or packaging waste, (c) any equipment or device used for the processing, indicating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured of the premises where such equipment or device is located consists of any combination thereof, or more than 250 grams of uranium 233 or (d) any stucture, basin, executation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear lission in a self-supporting chain reaction or to contain a critical mass of lissionable nuclerial;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has consed this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by  $\alpha$  duly authorized Agent of the Dompany.

FINAL PAGE

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Architects, Engineers or Surveyors-Professional Liability Exclusion

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the insured, including, but not limited to

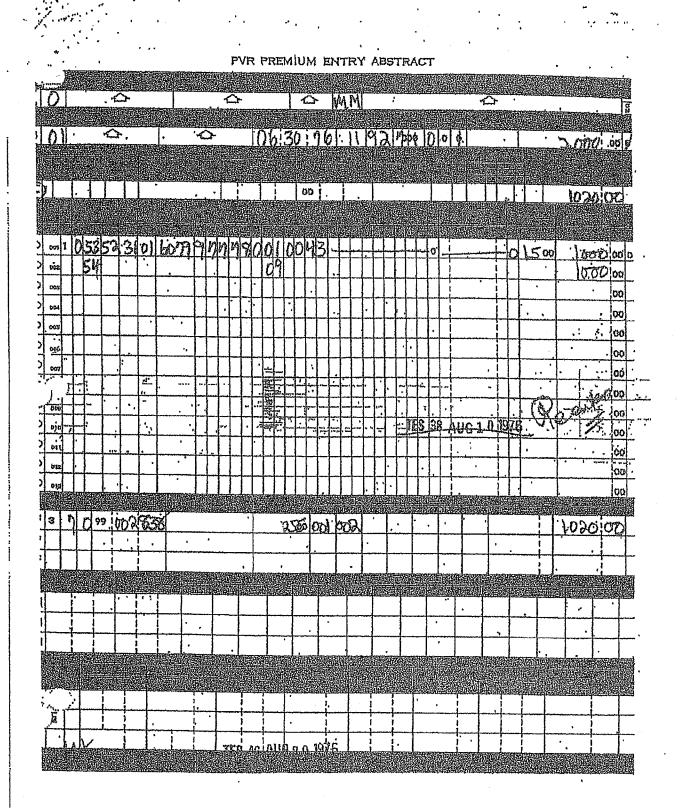
- (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
- (b) supervisory, inspection or engineering services.

POLICY NUMBER .			INSURED . EFFECTIVE
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FOLLOWING FORM BLANK	et excess liability policy
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